

Lake Killarney Home Owners Association  
August 1, 2022 – July 31, 2027  
REFUSE REMOVAL CONTRACT  
WITH PRAIRIELAND DISPOSAL, INC.

**LAKE KILLARNEY HOA  
AUGUST 1, 2022 TO JULY 31, 2027  
REFUSE REMOVAL CONTRACT WITH  
LAKESHORE RECYCLING SYSTEMS (LRS).**

This Refuse and Recycling Collection Contract ("Contract") is made this 15th day of, April, 2022 by and between Lakeshore Recycling Systems/LRS ("Contractor") and the Lake Killarney HOA ("HOA"),.

**I. Recitals.**

**WHEREAS**, The HOA sought proposals for refuse removal and recycling of waste generated by its residents and after review, selected the Contractor.

**WHEREAS**, the HOA and Contractor hereby desire to enter into an exclusive contract for a five (5) year period commencing August 1, 2022 and ending July 31, 2027 for Curbside collection of refuse, yard waste, compost and recyclable materials for all single-family, attached single-family, and multi-family units that utilize Curbside collection service, serving approximately 300 residents. LRS will be the exclusive hauler and all residents must participate in refuse service.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the HOA and Contractor agrees as follows:

**II. General Provisions.**

1. Definitions. The following words and phrases are defined for this Contract.

**Bulk Materials or Bulk Items:** Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses and box springs, other large household furniture.

**Curbside:** A position immediately behind the curb or edge of the street, off of the pavement area and within the parkway area used for collection of refuse, yard waste, and recycling materials.

**Household Construction and Demolition Debris:** Waste materials from "do-it-yourself" interior and exterior Household Construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials, cabinets, carpeting, disassembled Household fixtures.

Household: All single-family, attached single-family and multi-family units that utilize Curbside collection service.

Household Garbage: All organic Household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, Household rubbish, inorganic and incombustible Household waste (i.e., cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the Household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar material. Household Garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material.

Refuse: Household Garbage and Bulk Materials.

Refuse Container:

Garbage Can: A plastic can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No can shall exceed fifty (50) pounds in weight when filled.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. All Toters must be approved by and/or supplied by the Contractor.

Bundle: Any material allowed under the definition of Refuse, such as wood, boxes or other loose items, which do not exceed 4' in lengths or 50 lbs.

Recyclables (also referred to as recyclable materials): Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, magazines, telephones books, catalogs, junk mail, cardboard, regular paperboard, wet strength paperboard, mixed or miscellaneous paper products, tin, steel, and bi-metal beverage and food cans, aluminum cans and foil, plastics #1-7, PET, PETE, HDPE, V, LPDE clear, green and brown glass including bottles and jars.

Recyclables Toter: 95 gallon durable plastic container requiring a semi-automatic lifting mechanism for collection with two wheels and a tight-fitting lid for the collection of Recyclables. Lid color is different from that of Refuse and Landscape Toters to help distinguish between them. All Toters must be approved by and/or supplied by the Contractor.

Tags: Labels attached to landscape waste, which identify that the fees associated with the

collection, and disposal of said items have been prepaid. Tags must be of an approved color that should be clearly visible from the distance by drivers at dawn and dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All landscape Tags shall contain the Contractor's name.

**Uncollectable:** Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to automotive batteries, paint, insecticide, oil, gasoline, antifreeze, or their containers will not be collected.

**White Goods:** Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

**Yard Waste/Food waste (also known as landscape waste):** Grass and garden clippings, leaves, pruning's of small diameter green stemmed shrubs, weeds, plant materials and brown stemmed or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually. Including kitty litter and dog waste.

**Yard Waste (landscape waste) Containers:**

**Kraft Paper Bag:** A special biodegradable paper bag, not to exceed thirty- three (33) gallons in size, which shall shred and degrade quickly in the composting process.

**Toter:** A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. Lid color is different from that of Refuse and Recyclable Toters to help distinguish between them. All Toters must be approved by and/or supplied by the Contractor.

**Bundle:** Limbs, branches, or other loose items that do not exceed four (4) feet in length and fifty pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the Bundle not to exceed eighteen (18) inches.

2. **Contract Term.** The Contract term shall commence on August 1, 2022 and end on July 31, 2027 and include Curbside collection of Refuse, Yard Waste/food waste, and recyclable materials for all single-family, attached single-family and multi-family units that utilize Curbside collection service. The Contract shall not include properties serviced by centralized dumpsters, or commercial, industrial, or institutional properties unless specified. Contract may be extended for up to five years by mutual agreement of the parties.

3. Customer Rates.

	Year One (1) 8/1/22 - 7/31/23	Year Two (2) 8/1/2023 - 7/31/2024	Year Three (3) 8/1/2024 - 7/31/2025	Year Four (4) 8/1/2025 - 7/31/2026	Year Five (5) 8/1/2026 - 7/31/2027
Plan A: 95 Gallon Refuse cart (unlimited) and 95 Gallon Recycling cart (unlimited) Yard waste bags/bundles(unlimited) per week Per month billed to resident	\$19.00	\$19.67	\$20.36	\$21.07	\$21.81
Additional 95 gallon refuse cart Monthly charge Billed to resident	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Additional 95 gallon recycling cart Monthly charge Billed to resident	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Landscape Cart Monthly charge Billed to resident	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Special Collection (per cubic yard) Pre-paid by resident	\$25.00 Per cubic yard	\$25.00 Per cubic yard	\$25.00 Per cubic yard	\$25.00 Per cubic yard	\$25.00 Per cubic yard
Additional Bulk Items (per item) Pre-paid by resident	\$35.00 Per item	\$35.00 Per item	\$35.00 Per item	\$35.00 Per item	\$35.00 Per item

All paying households will receive one (1) garbage toter and one (1) recycle toter as part of their monthly service charge. Additional toters are a separate charge. All paying households will receive a 95 gal recycling toter.

Residential collection billed as a flat fee to residents shall include:

- a) Garbage and Recyclables - Unlimited weekly curbside collection of items placed in approved containers.
- b) Bulk Materials One (1) item per residence per week included in flat fee. Additional Bulk Materials and all White Goods shall be collected as special collection arranged by resident and Contractor.
- c) Household Construction & Demolition Debris shall be collected as a special collection arranged by resident and Contractor.
- d) Landscape/Yard Waste -Yard Waste collection service shall be offered from April 1st through November 30th, in accordance with the customer rates referenced above. Resident may rent a toter from Prairieland for a fee, billed to resident.
- e) Christmas tree Pick-up -HOA-wide curbside Christmas tree pickup collection shall be provided by the Contractor the first two full weeks of January, as part of the flat fee.
- f) E scrap can be dropped off, for no additional charge, at our Lake Barrington Recycling Center. One (1) TV per household per year.

4. Days and Hours of Collection. Refuse and Yard Waste collection services shall be performed weekly on **Wednesday** to all households within the HOA's corporate limits. Recyclable collection services shall be provided on **Wednesday**, every week, to all households within the HOA corporate limits.

Collection services by all vehicles will begin no earlier than 7:00 a.m. All collection for each scheduled day shall be completed by 6:00 p.m. Residents shall be asked to set out refuse, recyclables, and yard waste materials by 7:00 a.m. on the scheduled day of collection. Under extenuating circumstances, i.e. weather or mechanical problems, time could be extended.

5. Holidays. When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next day after the regular collection day.
6. Service for HOA Property. At no cost to the HOA, Contractor shall provide collection and disposal of the following on an as needed basis: Household garbage. White goods, extra bulk items, household construction/demolition debris shall be charged separately by the Contractor.

Year-Round Locations, as specified by HOA from time to time, including:

Beach and Picnic Area – Three or Four 95gal toters for refuse/recycle.

7. Billing and Payment. The Contractor shall bill the resident directly for services and be responsible for collection on all accounts. The Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers at least every three months.
8. Quality of Performance and Complaints. The Contractor will maintain a business practice to accept customer calls and complaints whereby, at a minimum, during regular business hours, Contractor responds within 24 hours to all customer calls and complaints. Contractor's staff shall be knowledgeable and courteous in answering customer information requests and resolving resident complaints regarding the collection service.
9. Employment. During the performance of this contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all laws of the State of Illinois relating to employment, including equal employment opportunity requirements.
10. Contractor Vehicles. All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and HOA residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. All collection equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment.
11. Missed Collections. The Contractor has established and publicized a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor or the HOA on the day following the scheduled day for collection shall be remedied by collecting the materials by 5:00 pm on the following day. A representative of the Contractor shall contact a designated representative of the HOA to resolve any issue.
12. Point of Collection. Collection shall be made at the curbside. Back door service is available for an extra fee.
13. Applicable Laws. All work under this Contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
14. Execution of Contract. Notification in writing by the HOA to the successful company of award of contract shall be deemed a final contract award. The proposal submittal form, as submitted and signed by the company, shall constitute a final agreement and the proposal specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the HOA and the company, shall become a part of that agreement. Unless it is specifically stated

otherwise on the proposal, the proposal will be awarded to, or placed with, and payment made to the person or company that signs the proposal.

15. Notices. All notices required by the Contract shall be given in writing.

### III. Refuse Collection Specifications.

1. Collections Standards. The Contractor will provide curbside collection of refuse, yard waste/compost and recyclable materials for all single-family, attached single-family and multi-family units that utilize curbside collection service. The contract shall not include properties serviced by centralized dumpsters, or commercial, industrial, or institutional properties unless specified.

The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment, at the Contractor's expense.

The Contractor shall be responsible for collecting all refuse items normally collected in the event of flooding or other man-made or natural disasters, regardless of the amount of material generated. Additional equipment may be required of Contractor to handle the collection. Pricing of disaster collection shall be agreed upon by the Contractor and the HOA. The HOA in such cases may waive regular collection times, and the Contractor may have to supply additional equipment to handle the amount of refuse.

2. Refuse Disposal. Processing of the collected refuse, recyclable, and yard waste materials will be the responsibility of the Contractor.

3. Collection Guidelines. The Contractor shall make available Refuse, recycling, and Yard Waste guidelines for residents to be affixed in a plastic bag, wired to the Toter to every pick-up location one week prior to the first week of pick-up. Guidelines must include a description of collection times, Contractor phone number for complaints or missed collections, specific guidelines of what types of materials will be accepted, and the manner in which they are to be prepared, per this proposal and Contract. The Contractor will also prepare recycling guidelines similar to the proposed guidelines.

4. Prepared Materials. When the Contractor encounters improperly prepared Refuse, the following procedure shall be followed:

- a) On the first occurrence, the Contractor shall pick up all refuse, recyclable or yard waste material and process it properly, except white goods or bulk materials. Each tag or label shall provide a brief explanation as to why the material was not collected.

Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly

prepared material, complete a notice and leave it with the resident.

5. Special Collections. The Contractor shall offer a special Curbside collection service for large quantities of Refuse including, but not limited to: Bulk Items, Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request.
6. White Goods. The Contractor shall have a plan for the separate collection and proper recycling/disposal of White Goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of White Goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified herein. The resident shall make payment for any special collection directly to the Contractor, and collection of such fees shall be the sole responsibility of the Contractor. The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like.
7. 95 Gallon Toter. The Contractor shall make available to residents participating in the curbside collection service use of a 95-gallon Toter. The Contractor shall provide the toters and any other related equipment necessary for collection to the resident. Residents shall pay the monthly cost for refuse collection. In addition to the Toter, residents may put an unlimited amount of refuse at the curbside. The Contractor shall bill the resident receiving the service directly at the rate specified herein and be responsible for collection on all accounts. Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers on a quarterly basis. The resident may cancel service, provided the resident notified the Contractor in writing thirty (30) days in advance of the last date of desired service. No refunds will be issued without a 30 days in advance written notice.

#### IV. Yard Waste and Recycling Collection Specifications.

1. Program Design. Yard Waste collection service shall be offered from April 1st through the November 30th during the term of the contract.
2. Collection Standards. In order for an approved Refuse Container to be collected, each Refuse Container must be properly tagged, which shall mean that it has a pre-paid Refuse Tag exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers are properly tagged with an appropriate refuse disposal tag.

The Contractor is required to provide a tagging system for any yard waste that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity, container overweight, unacceptable refuse, no refuse tag, and the like.

3. Yard Waste Tag. The Contractor shall be responsible for the printing,

distribution, and sale of Tags that should be designed to be of a "one-time use" variety. Homeowners may purchase these Tags from the Contractor at the rates shown herein.

Yard Waste Tag prices shall be changed on an annual basis only in accordance with the enclosed price quotation sheet.

The Contractor shall also offer tags for sale to HOA residents through mail order or they may be purchased at our Lake Barrington Office. The Contractor may require a minimum quantity for purchase through the mail. HOA residents may request the mail order tags by phone. Billing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

4. Yard Waste Toter. The Contractor shall make available to residents participating in the curbside collection service, as an optional service, rental of a 95-gallon toter. Additional yard waste that does not fit into the yard waste toter must have a yard waste tag affixed to each bag or bundle. The contractor shall bill the resident receiving the toter directly at the rate specified per the enclosed price quotation sheet and be responsible for collection on all accounts. Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers on a quarterly basis.

V. Recycling Collection Specifications.

1. Collection Standards. The recycling collection service shall use each household's choice of a 95 gallon recycling toter supplied and maintained by the Contractor. The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Residents may not use their own containers. The cost of the curbside recycling program shall be built into the flat rate for refuse collection with no additional charge to either the HOA or resident for curbside recycling service.

2. Ownership and Proceeds. All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.

3. Additional Recyclable Items. The HOA reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer.

VI. Notice.

Any notification relating to the terms of this contract shall utilize the following addresses:

LRS  
1350 N Old Rand Rd  
Wauconda IL 60084

Lake Killarney  
HOA

IN WITNESS WHEREOF, the HOA and Contractor have caused this Contract to be executed by their duly authorized representatives on the day and year written above.

**LRS**

**Steve Ramos**

DocuSigned by:

By: Steve Ramos

Name: Steve Ramos

Title: Municipal Services Manager

Date: 5/23/2022

**Lake Killarney HOA**

DocuSigned by:

By: Chris Christensen

Name: Chris Christensen

Title: president

Date: 5/20/2022